

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
500 Pearl Street
NEW YORK, NEW YORK 10007
Telephone: (212) 805-6374
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CHAMBERS OF
VICTOR MARRERO
UNITED STATES DISTRICT JUDGE

FAX COVER SHEET
2020

Date: January 17

TO:	ORGANIZATION:	FAX NUMBER
Robert W. Seiden		(646) 304-5277

FROM: JUDGE VICTOR MARRERO

NO. OF PAGES : 6
(including cover page)

MESSAGE: It is **ORDERED** that counsel to whom this Order is sent is responsible for faxing/mailing copy to all counsel and retaining verification of such in the case file. **DO NOT FAX SUCH VERIFICATION TO CHAMBERS.**

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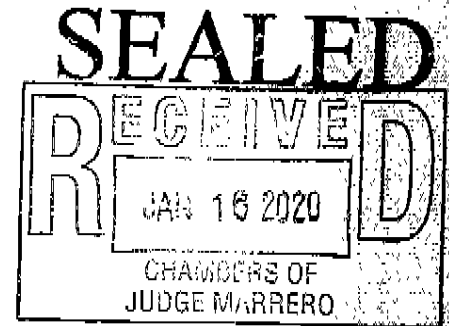
Robert W. Seiden

Court-Appointed Temporary Receiver for Link Motion Inc.
Pursuant to The Honorable Judge Victor Marrero of the
United States District Court, Southern District of New York

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Hon. Victor Marrero
Suite 1040
United States Courthouse
500 Pearl Street
New York, New York 10007



CONFIDENTIAL AND REQUESTED TO BE KEPT UNDER SEAL

January 14, 2020

Re: Wayne Baliga v. Link Motion Inc. et al. 1:18-cv-11642

Dear Honorable Judge Marrero,

I write this letter for purposes of clarification as it relates to the previously approved Promissory Note Agreement signed between the Court-Appointed Temporary Receiver for Link Motion, Inc. and Mr. Lilin (Francis) Guo. The original Note Agreement included language that the loan proceeds could be used to cover for costs outside of the PRC, including Hong Kong. The Receiver and Mr. Guo have agreed that there is no requirement for loan proceeds are to be used outside of the PRC and there is no requirements for Mr. Guo to cover any of the costs incurred in Hong Kong, including the ongoing Hong Kong arbitration proceedings. We have attached a fully executed copy of the Loan Agreement outlining these terms and conditions. We respectfully request the Court approve this revised Loan Agreement.

Please do not hesitate to contact me via email or telephone if your honor wishes to discuss this request in further detail.

Respectfully submitted,

A handwritten signature in black ink, appearing to be "R. Seiden", written over a horizontal line.

Robert W. Seiden, Esq.
Court-Appointed Temporary Receiver for Link Motion Inc.

THIS NOTE AND ANY SECURITIES ISSUABLE PURSUANT HERETO HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "~~SECURITIES ACT~~"), OR UNDER THE SECURITIES LAWS OF CERTAIN STATES. THESE SECURITIES MAY NOT BE OFFERED, SOLD OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED EXCEPT AS PERMITTED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT OR AN EXEMPTION THEREFROM.

本票据及根据本票据可发行的任何证券尚未根据 1933 年证券法（经修订）（“证券法”）或特定州的证券法进行登记。这些证券不得提供、出售或以其他方式转让、质押或抵押，除非根据有效的登记声明和豁免、法案和适用的国家证券法允许。

Link Motion, Inc.

SECURED CONVERTIBLE PROMISSORY NOTE

Link Motion Inc.有担保可转换本票

May XX, 2019
2019 年 5 月 18 日

RMB equivalent of USD1,500,000
价值 1,500,000 美元的人民币：

Whereas,
鉴于，

FOR VALUE RECEIVED from Mr. Guo Lilin ("The Lender", or "The Holder" of this Note) in the form of an RMB equivalent of a USD1,500,000.00 loan to Link Motion Inc. ("The Borrower" or "The Company"), the **Borrower** designates bank account of its WFOE NQ Mobile (Beijing) Technology Co. Ltd (网秦无限（北京）科技有限公司) to receive this amount subject to the approval of the Court-Appointed Temporary Receiver and the U.S. Federal Court for the Southern District of New York, in the matter of Baliga v. Link Motion, Inc. The amount will only be used to pay for professional services (legal and accounting etc.) incurred in mainland PRC (excluding HK) and PRC Team management related and other lawful expenditures on behalf of the **Borrower**. Any single expenditure above RMB equivalent of USD10,000 out of the amount should be approved in writing by Temporary Receiver in advance, and the general expenditures should be sent to KLC Certified Public Accountants at end of each month for review, and then through it submit to Temporary Receiver and US Court for filing.

对于从郭力麟先生（“贷款人”，或称本可转换本票的“持有人”）处收到的价值为 1,500,000 美元的人民币的借款，根据法院指定临时接管人及美国联邦纽约南区法院的批准（关于 Baliga 诉 Link Motion Inc.案），Link Motion Inc.（以下简称“借款人”）指定的收款账户为其在中国境内的独资子公司网秦无限（北京）科技有限

公司的银行账户，帐户内资金，只限用于与在中国境内(不含香港)接管相关的各项专业服务支出(法务、会计等)、团队工作费用等合法支出。上述费用中单笔支出超过相当于1万美元的人民币的费用，须预先书面征得临时接管人的同意。每月整体支出经 KLC 审核后，发送给纽约接管人报法院备案。

The Borrower hereby promises to pay to the order of Mr. Guo Lilin, the principal sum in RMB equivalent of USD1,500,000.00. **The Borrower** will be paid in RMB inside China. However, payment on this Note shall be contingent on successful recovery of liquid funds as a result of the ongoing efforts by the Court Appointed Temporary Receiver and his team. **The Borrower** hereby agrees that the Holder has the option to convert the amount at any time to Class B Common Equity, and **The Borrower** shall then cause the equivalent of principal and the accrued interests to be converted into Class B Common Equity within specified time upon The Lender's notification.

借款人在此承诺，向郭力麟先生(以下简称“持有人”)支付与1,500,000美元价值相等的人民币的借款。借款应在中国境内以人民币偿还。但本票据还款的先决条件为：法院指定临时接管人及其团队通过持续努力成功收回流动资金。借款人在此承诺，持有人可以在任意时间选择转股，借款人在接到转股指令后将在规定的时间内将促使相应金额的本金与累积的利息转换为B股。

Upon the termination of the Receivership of LKM, the **Holder** is entitled to take back the unused part of the above amount in the Bank Account (thereby reducing by such amount the principal and interest to be paid on this note), or choose not to take back the unused part of the above amount and notify the Borrower for conversion.

在法院裁定终止接管时，持有人有权选择取回账户内该笔资金剩余未使用的部分(并因此从此本票应付的本金和利息中扣除)，或选择不取回账户内该笔资金剩余未使用的部分并通知转股。

1. Maturity Date. Unless earlier converted pursuant to Section 4, this Note will automatically mature and be due and payable on the one-year anniversary of the date hereof (the "Maturity Date").

到期日。除非根据第4条提前转换，否则本票据将在订立一周年自动到期应付(“到期日”)。

2. Interest Rate. The outstanding principal amount of this Note, shall return 1.25 times of the original principal amount. In no event will the interest rate under this Note exceed that permitted by applicable law in either the United States or the Peoples Republic of China. If any interest or other charge or amount due hereunder is determined in finality by a court of competent jurisdiction to have exceeded the maximum amount permitted by law, then the interest, charge or other amount shall be reduced to the maximum permitted by law, and the **Holder** may credit any excess amount previously collected

against future interest obligations and/or the outstanding principal balance or other amounts due hereunder, or refund the amount to the Company.

利率。对于本票据的未偿本金，其利息应为原有本金的 1.25 倍。在任何情况下，本票据下的利率都不得超过适用的美国或中华人民共和国法律允许的利率。如果有管辖权的法院最终裁定本协议项下的任何利息或其他费用或金额超过法律允许的最大金额，则该利息、费用或其他金额应减少至法律允许的最大金额，持有人可将之前多收取的任何金额贷记于未来的利息义务中和/或未付本金余额或本协议项下到期的其他款项，或将其退还给公司。

3. Interest Payments. Subject to Section 4, all principal and interest from recovered funds of the Borrower due hereunder shall be payable on the Maturity Date as defined above. In the event that any payment to be made hereunder shall be or become due on a Saturday, Sunday or any other day on which banking institutions in New York are required by law to be closed, such payment shall be or become due on the next succeeding business day.

利息支付。根据第 4 条的规定，本协议项下到期的所有本金和利息应在上述到期日支付。如果本协议项下的任何付款在星期六、星期日或纽约州法律规定的法定银行假日内到期，则该付款应顺延至下一个工作日。

4. Conversion. 转换

The lender has the right to either be reimbursed at the agreed-upon multiplier as outlined above in paragraph 2 or, at the the Lender's choosing, opt to convert the amount loaned plus earned and accrued interest into Class B Common Equity at \$0.10 per ADS equivalent, in which one ADS will equal to 5 Class B Common shares. The Borrower should convert the equivalent amount (Principal + Interests) into Class B Common Equity within two weeks of the lender's notification. It is the Borrower's responsibility to issue and register the Class B Common Equity under the name of the Holder. These shares shall be validly issued, subject to Court approval and conforming to the U.S. securities laws and Articles of Incorporation of the Company, and shall be issued and delivered to the Holder following necessary procedures.

持有人有权以上述第二条所述比率取得本金及利息，也可由贷款人选择将贷款金额及应得利息以 0.10 美元/ADS 的价格转为 B 类普通股，1 个 ADS 对应的 B 类普通股为 5 股。持有人提出转股指令后，借款人应在两周内将对应金额（本金+利息）转换成 B 股并登记到持有人名下。按本条约定发行并将相对应的 B 股登记到持有人名下是借款人（发行人）的工作与责任。该股份须在法院批准及符合美国证券法的情况下根据公司章程合法发行，并须遵守必须的发行和授予持有人的程序。

In issuing the above Class B Common Equity, the Receiver shall exercise the shareholders' rights on behalf of all shareholders (including public shareholders, and Class B Common Equity shareholders with all founders included) and rights of the Board of Directors within the legal framework, such as by obtaining necessary prior Court approval and complying with U.S. securities laws and terms of Articles of Incorporation of the Company, .

接管人在法院批准及符合美国证券法的情况下在法律框架下行使全体股东的权力（包含公众股东及全体创始人在内的 B 股股东）与董事会权力、按照公司章程发行本项 B 股。

This Agreement is signed by the Court Appointed Temporary Receiver on behalf of Link Motion Inc., and is thereby legally binding upon Link Motion Inc. and the Holder. This Agreement and its terms and conditions are subject to the approval of the U.S Court (SDNY), J. V. Marrero.

本协议由法院指定临时接管人代表 Link Motion Inc. 签字，因此对于 Link Motion Inc. 及持有人具有法律约束力。本协议及其条款和条件须经美国纽约南区法院 (SDNY) J.V. Marrero 批准。

IN WITNESS WHEREOF, the undersigned have caused this Note to be duly executed and delivered.

兹证明，以下签字人已正式签署并交付本票据。

Link Motion, Inc.

By: 

Name: Court-Appointed Temporary Receiver for Link Motion, Inc.

(法院指定临时接管人代表 Link Motion Inc. 签字)

Accepted and agreed:

出借人签字:

 Li Lin Guo

By: 

Name:

Title:

Address:

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